CONFLICT OF LAWS — EFFECT AND PERFORMANCE OF CONTRACTS — WHAT LAW GOVERNS NOTICE OF DISHONOR TO INDORSER OF A NOTE. — The plaintiff was the holder of a promissory note payable in Canada, indorsed by the defendant in Illinois. Notice of dishonor was given in compliance with the law of Canada, but insufficient by the Illinois rule as to notes payable in Illinois, to charge the indorser. *Held*, that the defendant is liable upon his indorsement. *Guernsey* v. *Imperial Bank of Canada*, 188 Fed. 300 (C. C. A., Eighth Circ.).

There is a conflict of authority as to what law determines the time and sufficiency of notice of dishonor to charge the indorser. See note to *Spies* v. *National City Bank*, 61 L. R. A. 193, 217. The English cases hold that this is governed by the law of the place where the bill or note is payable. *Rothschild* v. *Currie*, 1 Q. B. 43; *Rouquette* v. *Overmann*, L. R. 10 Q. B. 525. This is the rule of the Bills of Exchange Act. STAT. OF 1882, 45 & 46 VICT. c. 61, § 72. The Negotiable Instruments Law has no provisions on conflict of laws, but the weight of American authority seems to prefer the law of the place of indorsement, on the ground that the contract is made there, and that due notice of dishonor according to the *lex loci contractus* is a condition precedent to any liability. *Aymar* v. *Sheldon*, 12 Wend. (N. Y.) 439; *Snow* v. *Perkins*, 2 Mich. 238. See STORY, CONFLICT OF LAWS, 8 ed., 440. *Contra*, *Wooley* v. *Lyon*, 117 Ill. 244, 6 N. E. 885. It is submitted that the Illinois rule is the more reasonable. The holder must act where the instrument is payable. To require that he find out the place of, and the law governing, each indorsement is a considerable burden. The indorser, on the other hand, always knows the place of payment and is free to protect himself accordingly.

CONSIDERATION — VALIDITY OF CONSIDERATION — CONSIDERATION MOVING TO PROMISOR FROM THIRD PERSON. — The directors of an insolvent corporation mutually agreed to forego their claims for directors' fees. The liquidator was a party to the agreement, although he gave no consideration in behalf of the corporation. *Held*, that the corporation can hold a director on the agreement. *West Yorkshire Darracq Agency, Limited* v. *Coleridge*, [1911] 2 K. B. 326.

There are conflicting *dicta* in early English cases as to whether a person can sue on a promise made to him, the consideration for which has moved from a third party. See *Pigott* v. *Thompson*, 3 B. & P. 147, 149; *Lilly* v. *Hays*, 5 A. & E. 548, 550. In cases of contracts for the benefit of one not a party to the contract, the fact that the beneficiary is a stranger to the consideration has in some decisions been the ground for denying him recovery. *Crow* v. *Rogers*, 1 Str. 592; *Tweddle* v. *Atkinson*, 1 B. & S. 393. But it would seem that the true ground is that no promise is given to the beneficiary. See *Price* v. *Easton*, 4 B. & Ad. 433, 435. It is submitted that the basis of the common-law rule requiring consideration is that a promise, if paid for, should be binding, whether it is paid for by a stranger or by the promisee. In the United States this result has been reached where the consideration is an act performed by a third party. *Palmer Savings Bank* v. *Ins. Co. of North America*, 166 Mass. 189, 44 N. E. 211; *Hamilton* v. *Hamilton*, 127 N. Y. App. Div. 871, 112 N. Y. Supp. 10. It has been held, also, in accord with the principal case, that the promisee can recover when the consideration is a promise by a third party. *Rector, etc. of St. Mark's Church* v. *Teed*, 120 N. Y. 583, 24 N. E. 1014. This result secures the intention of the parties, and, it is submitted, is correct.

CONSTITUTIONAL LAW — CONSTRUCTION, OPERATION, AND ENFORCEMENT OF CONSTITUTIONS — CONSTITUTIONALITY OF AN APPELLATE COURT WITH FINAL JURISDICTION. — A state constitution provided that the judicial power should be vested in a Supreme Court, circuit courts, and such other courts as the General Assembly might establish. A statute gave to an Appellate Court final